E-3

TOWN OF HARRISON VILLAGE OF HARRISON ATTORNEY'S OFFICE MEMORANDUM

TO:

Ronald W. Belmont, Supervisor

Members of the Town Board

FROM:

Fred J. Castiglia, Deputy Town Attorney

DATE:

November 9, 2012

SUBJECT:

Stormwater Control Facility Easement and Maintenance Agreement

Between Memorial Hospital for Cancer and Allied Diseases and the

Town and Village of Harrison

Attached herewith is a copy of the above referenced Easement and Maintenance Agreement between Memorial Hospital for Cancer and Allied Diseases and the Town and Village of Harrison.

Our department has reviewed the Easement and Maintenance Agreement, deemed it to be in order, and accordingly recommend that the Town and Village Board approve the Stormwater Control Easement and Maintenance Agreement and authorize the Supervisor/Mayor to execute the Agreement and the TP-584 form (attached).

FJC:ap Attachments

STORMWATER CONTROL FACILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS STORMWATER CONTROL FACILITY EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of this 201 day of June, 2012, by and between MEMORIAL HOSPITAL FOR CANCER AND ALLIED DISEASES (the "GRANTOR"), a not-for-profit corporation organized and existing under the laws of the State of New York, having an address at c/o Memorial Sloan Kettering Cancer Center, 633 Third Avenue, 4th floor, New York, New York 10017 and the Town of Harrison (the "Town") and The Village of Harrison (the "VILLAGE"), New York municipal corporations having their principal place of business at 1 Heineman Place, Harrison, New York 10528,

WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property located on the north side of Westchester Avenue (westbound) in the Town of Harrison, County of Westchester and State of New York, which is known as 500 Westchester Avenue, and also known and designated on the tax assessment map of the Town as Block 631, Lot 7, and which is described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, on or about December 21, 2011, Memorial Sloan-Kettering Cancer Center received site plan approval and a freshwater wetland permit from the Planning Board of the Town (collectively, the "Approvals") to permit: (i) alterations to the existing two-story building at the Property containing approximately 110,422 square feet of floor area; (ii) a new one-story addition to the existing building consisting of approximately 15,700 square feet of floor area; and (iii) improvements to the existing parking area, landscaping and infrastructure at the Property (the "Project"); and

WHEREAS, Chapter 130 of the Code of the Town of Harrison, entitled "Stormwater Management and Erosion and Sediment Control," requires Grantor to grant the Town and the VILLAGE an easement (the "Easement") as described and delineated on Exhibit A attached hereto permitting the Town access to the Property for the purposes of inspecting the stormwater management and erosion and sediment control facilities to be constructed as part of the Project (the "Storm Water Control Measures") which are shown on Drawing No. SP-6, entitled "Utilities Plan"; Drawing No. SP-13, entitled "Details"; and Drawing No. SP-16, entitled "Details"; all prepared by John Meyer Consulting, PC, last revised April 13, 2012, and attached hereto as Exhibit "B" (collectively, the "Approved Plan"); and

WHEREAS, GRANTOR, the TOWN and the VILLAGE agree that following the construction of the Storm Water Control Measures in accordance with the Approved Plan, the Storm Water Control Measures shall thereafter be maintained, cleaned and repaired by GRANTOR;

Now, THEREFORE, GRANTOR, the TOWN and the VILLAGE agree as follows:

1. Grantor agrees to maintain, clean and repair the Storm Water Control Measures in accordance with the "Stormwater Pollution Prevention Plan" for the Project, prepared by

1357358.4

John Meyer Consulting. P.C., last revised April 13, 2012 (the "SWPPP"), as necessary to ensure that the Storm Water Control Measures remain in good working order. GRANTOR shall be responsible for all expenses related to the maintenance, cleaning and repair of the Storm Water Control Measures.

- 2. On or about the date which is one (1) year after the date the certificate of occupancy for the Project is issued by the Town, and thereafter on or about the annual anniversary of such date, Grantor shall in accordance with the SWPPP cause the Storm Water Control Measures to be inspected to determine the condition and integrity of such facilities. A professional engineer licensed by the State of New York shall perform such inspection (the "Inspecting Engineer"). Grantor shall submit a report to the Town and the VILLAGE prepared by the Inspecting Engineer within thirty (30) days of the inspection, which report shall include the findings and recommendations for any actions necessary to ensure the continuation of the Storm Water Control Measures in good working order.
- 3. Grantor shall undertake any necessary repairs of the Storm Water Control Measures at the direction of the Town and the VILLAGE and in accordance with the recommendations of the Inspecting Engineer. Grantor shall not modify the Approved Plan or SWPPP, or undertake an alteration, modification, or discontinuance of the Storm Water Control Measures except in accordance with the approval of the Town.
- 4. Grantor hereby grants the Town and the VILLAGE a perpetual Easement to enter upon the Property at any reasonable time or times following reasonable written notice for the purpose of periodically inspecting the Storm Water Control Measures to ensure that the Storm Water Control Measures are maintained by Grantor in good working order; provided, however, that in the event of a bona fide emergency, the Town shall have the right to enter upon the Property at all times without prior written notice to Grantor.
- 5. The parties agree that the Town and the VILLAGE may enter upon the Property for purposes of inspecting and/or repairing the Storm Water Control Measures (the "Work") (i) in the event of a bona fide emergency, and/or (ii) if GRANTOR fails to maintain and/or repair the Storm Water Control Measures in good working order and such failure shall remain uncured for a period of thirty (30) days after written notice of such failure is given by the Town or the VILLAGE to GRANTOR (the "Notice Period") (or in the case of a failure which cannot be cured within the Notice Period, GRANTOR fails to commence to cure such failure within the Notice Period and/or thereafter fails to diligently prosecute such cure to completion).
- 6. The Town and the VILLAGE shall, upon the completion of any such Work, expeditiously replace and restore the Property to as near to the same condition as existed before the undertaking of such Work as is reasonably practicable under the circumstances.
- 7. Grantor shall provide to the Town or the VILLAGE within thirty (30) days of the date of this Agreement security for the maintenance and continuation of the Storm Water Control Measures in the form of a bond, letter of credit or escrow account.

- 8. If the Town or the VILLAGE performs any Work, then the Town or the VILLAGE shall be reimbursed for such Work by GRANTOR. Unless otherwise agreed to by the Town or the VILLAGE, payment shall be made to the Town or the VILLAGE within fifteen (15) days after the Town or the VILLAGE gives GRANTOR written notice identifying the wortk performed and costs thereof in reasonable detail; provided that if GRANTOR fails to timely make such payment, the Town or the VILLAGE may draw in the amount of such costs upon any letter of credit, escrow deposit or maintenance bond required to be provided to the Town or the VILLAGE as security for the maintenance and continuation of the Storm Water Control Measures. The Town and the VILLAGE shall give GRANTOR prompt written notice of any such draw. Notwithstanding the foregoing, any amounts not paid by GRANTOR which are either not covered by, or in excess of, such security may be made a lien against the Property in favor of the Town or the VILLAGE, as the case may be.
- 9. Unless otherwise provided for in this Agreement, any notice to be given pursuant to this Agreement shall be in writing and sent by prepaid certified or registered U.S. mail, Return Receipt Requested, or by reputable overnight courier, to the address of the parties below specified or at such other address as may be given by written notice in the manner prescribed by this Section 8. Any such notices shall be deemed delivered when accepted or refused.

GRANTOR'S address for notices shall be as follows:

Memorial Hospital for Cancer and Allied Diseases 633 Third Avenue New York, New York 10017 Att: Michael P. Gutnick, Senior Vice President-Finance

With a copy to:

Memorial Sloan-Kettering Cancer Center
1275 York Avenue
New York, New York 10065
Att: Suzen Heeley, Director of Design and Construction, Facilities Division

And to:

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP One North Lexington Avenue White Plains, New York 10601 Att: Peter J. Wise, Esq.

The Town's and the VILLAGE's address for notices shall be as follows:

Town and Village of Harrison 1 Heineman Place

Harrison, New York 10528 Att: Town (or Village) Engineer Att: Town (or Village) Attorney

- 10. Grantor shall record this Agreement at its own cost and expense in the Office of the Westchester County Clerk, Division of Land Records.
- 11. This Agreement, the Easement and all rights hereunder granted shall run with the land and shall be binding up on the successors, legal representatives and assigns of the respective parties and the failure of the parties to enforce any provisions contained herein shall not be deemed a waiver of the right to do so thereafter.

[Nothing further on this page]

IN WITNESS WHEREOF, this Stormwater Control Facility Easement and Maintenance Agreement has been duly executed by the parties hereto the day and year first written above.

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By:	DISEASES	201	برر	\mathcal{N}
Name:	Achael P.	Gutnick	1	
Title: S	enior Vice	Presiden	t-Finan	ce
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Name: Title: VILLAGE By:	C OF HARR	USON	,	
Name: Title: VILLAG	C OF HARR	USON		· .

STATE OF NEW YORK COUNTY OF NEW YORK)) ss.:	
said State, personally appeared M the basis of satisfactory evidence instrument and he acknowledged signature on the instrument, the acted, executed the instrument. Nota	fichael P. Gutnick, personall to be the individual whose to me that he executed the sa	rsigned, a Notary Public in and for y known to me or proved to me or name is subscribed to the within ame in his capacity, and that by his on behalf of which the individual blic
STATE OF NEW YORK COUNTY OF WESTCHESTER)) ss.:	
on theday of for said State, personally appear proved to me on the basis of satisf to the within instrument and he ac and that by his signature on the ins individual acted, executed the instr	red factory evidence to be the inc cknowledged to me that he e strument, the individual, or th	executed the same in his capacity,
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STATE OF NEW YORK COUNTY OF WESTCHESTER)) ss.:	
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On the day of for said State, personally appears proved to me on the basis of satisfa to the within instrument and he act and that by his signature on the instru- acted, executed the instru-	ed	, personally known to me or ividual whose name is subscribed xecuted the same in his capacity, e person upon behalf of which the

TP-584 (3/07)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return,

Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

PREP

Se	e Form TP-58	34-I, Ins	truction	s for Form TP	-584, before completing t	his form. Please	prin <u>t</u> c	or type.			
Sc	hedule A –	- Infor			conveyance						
	Grantor/Transferor Name (if Individual: last, first, middle initial)									Social sec	urity number
	Individual -		<u></u>		AL FOR CANCER & ALLIET	DISEASES					
	Corporation		Mailing C/O M	address EMORIAL SLO	AN KETTERING CANCER	CENTER 633 TH	RD AV	ENUE 4TH F	LOOR	Social sec	urily number
\equiv	Partnership		City		State			ZIP cod		Federal en	nployer ident, numbe
=	Estate/Trust		NEW	YORK	NY			10017		13-16240	
	Other Grantee/Tran	sferee	1	f individual: last, fi	rst. middle initial)					Social sec	urity number
_	ndividual	.5,5,5		OF HARRISO	•						
図	Corporation Partnership		Mailing 1 HEIN	address NEMAN PLACE						Social sec	urily number
==	Estate/Trust		City		State			ZIP cod	e .	Federal en	nployer ident. numbe
	Other		HARR	ISON	NY			10528		13-60072	95
521603042-003	ation and des	scription	of proj	perty conveye	d .						
042	Tax map	designa	ation		Address		C	ity/village		Town	County
200		lock	Lot		<u></u>						
5	63	1 7	7	500 WESTCH	IESTER AVENUE				HARR	ISON	Westchester
O.		.									
		-		-			1				
Type	of property	CODYON	ad (char	k applicáble bo:							
		_			<u> </u>	Data of any			Doros	ntogo of r	roal property
1 <u> </u> 2	One- to three Residential				☐ Commercial/Industrial ☐ Apartment building ☐ Office building ☐ 18		nce Percentage of reconveyed which		,		
3 🗖	Residential						18	2012			
4 🗖	Vacant land		(\$11) 11 4 (11)		Other month day		year	, • <u>F</u>		tructions)	
										····	
	dition of conv	reyance	(check	all that apply)							
а. С] Conveyance	e of fee	interes	t	f. Conveyance which	consists of a		I. 🔲 Opti	on assi	gnment or	surrender
_					mere change of id- ownership or organ	enury or lorrri or nization <i>(attach</i>					
b. <u>L</u>	Acquisition o				Form TP-584.1, Schei	dule F)		m. ∐ Leas	senold a	assignmer	it or surrender
	percentage a	icquirea.	-	70)	a Conveyance for wh	sich cradit for to	J	n [7] Less	sahold d	ıran i	
r Г	c. Transfer of a controlling interest (state				 g. Conveyance for which credit for tax previously paid will be claimed (affach) 		^ ach	n. 🗍 Leasehold grant			
Ų. <u>L</u>	percentage		-		Form TP-584.1, Sche	edule G)		o. 🗵 Con	vevance	of an eas	sement
	percentage	uansio	116u		h. Conveyance of coop	erative apartmen	t(s)		,		
d. Conveyance to cooperative housing						exemption					
	corporation				i. 🗆 Syndication			from	transfe dula B	r tax claim <i>Part III)</i>	ned (complete
					, <u> </u>	•					
e. 🗆	Conveyance				j. Conveyance of air	rights or		 q. Conveyance of property partly with and partly outside the state 		ty partíy within	
	foreclosure a				development rights						31410
Eor •	ecording office			ount received	k. Contract assignme	nt Date received		r. 🔲 Othe		nsaction n	umber
17-01-1	coording omics	1000			m.	2210 10001100			1,16		· ·
	Schedule B., Part Schedule B., Part										
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Page 2 of 4	TP-584 (3/07

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				TALE
	Schedule B — Real estate transfer tax return (Tax Law, Article 31)			
	Part I – Computation of tax due	•		
	1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the			
	exemption claimed box, enter consideration and proceed to Part III)	ed 1.		0.00
	2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)			0.00
	3 Taxable consideration (subtract line 2 from line 1)	3.		0.00
	4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3			0.00
	5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)	5.		0.00
	6 Total tax due* (subtract fine 5 from line 4)			0.00
	Part II - Computation of additional tax due on the conveyance of residential real property for \$1 million or mor	е		
	1 Enter amount of consideration for conveyance (from Part I, line 1)	1.		
	2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule is	4) 2.		
	3 Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		
	Part III - Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)	:		
	The conveyance of real property is exempt from the real estate transfer tax for the following reason:	•		
	a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their ins	trumentaliti	es,	
	agencies, or political subdivisions (or any public corporation, including a public corporation created pursuan			1
	compact with another state or Canada)		a	×
	b. Conveyance is to secure a debt or other obligation		b	
	\cdot			
5	c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance	e	c	Ш
Ś				
ì	d. Conveyance of real property is without consideration and not in connection with a sale, including conveyance			
5	realty as bona fide gifts		d	
3				
9	e. Conveyance is given in connection with a tax sale		e	Ш
	f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in b			
	ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of rea	property		
	comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F	*************	1	Ш
	g. Conveyance consists of deed of partition	***************	g	Ш
	h. Conveyance is given pursuant to the federal Bankruptcy Act		h	L
		la de la adece		
	 Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of suc the granting of an option to purchase real property, without the use or occupancy of such property 			
	the granting of an option to purchase real property, without the use of occupancy of such property	,		toward.
	j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property w	here the		
	consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's person		••	
	and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of		-C	
	in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold coveri			
			1	
	individual residential cooperative apartment		J	<u> </u>
	k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents			
	supporting such claim)		k	
	cuppointly such dainly	****************	*************	-
	Other (write explanation below)		I	
	t. Outer (mile expendent below)	******************		_

^{*}Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Sched	ule C — Credit Line Mortgage	Certificate (Tax Law, Article	11)	
Comple I (we) co	ete the following only if the interest ertify that: (check the appropriate bo	st being transferred is a fee si x)	mple interest.	
1. X	The real property being sold or trans	sferred is not subject to an outst	anding credit line mortgage.	
	The real property being sold or trans s claimed for the following reason:	ferred is subject to an outstand	ing credit line mortgage. However, an exe	mption from the tax
[The transfer of real property is a	transfer of a fee simple interest tenant, a tenant in common or o	to a person or persons who held a fee sin therwise) immediately before the transfer	mple interest in the
	to one or more of the original obl	igors or (B) to a person or entity by the transferor or such relate	d by blood, marriage or adoption to the or where 50% or more of the beneficial inte d person or persons (as in the case of a t ne transferor).	rest in such real
	The transfer of real property is a	transfer to a trustee in bankrupt	cy, a receiver, assignee, or other officer o	f.a court.
	The maximum principal amount s or transferred is not principally in	secured by the credit line mertg approved nor will it be improved to	age is \$3,000,000 or more, and the real p by a one- to six-family owner-occupied res	roperty being sold sidence or dwelling.
	Please note: for purposes of det above, the amounts secured by to TSB-M-96(6)-R for more information	wo or more credit line mortgage	principal amount secured is \$3,000,000 s may be aggregated under certain circur requirements.	or more as described mstances. See
	Other (write explanation in the sp	ace provided).		
	he real property being transferred is ollowing reason:	presently subject to an outstar	ding credit line mortgage. However, no ta	x is due for the
	A certificate of discharge of the c	redit line mortgage is being offe	red at the time of recording the deed.	
	A check has been drawn payable satisfaction of such mortgage will	for transmission to the credit lir be recorded as soon as it is av	e mortgagee or his agent for the balance allable.	due, and a
4. 🔲 T	he real property being transferred is	subject to an outstanding credi	t line mortgage recorded in	- Alterdar accured
Ìν	v the mortgage is	. No exemption from	The maximum principal amount of debt or a tax is claimed and the tax of	
ei N	being paid herewith. (Make check p ew York City, make check payable to	eayable to county cierk where do the NYC Department of Fina	need will be recorded or, if the recording is nce.)	to take place in
Signatu	re (both the grantor(s) and gra	ntee(s) must sign)		
attachmei	nt, is to the best of his/her knowledg	e, true and complete, and auth	B, and C, including any return, certificationize the person(s) submitting such form of	on, schedule, or on their behalf to receive
а сору тог	purposes of recording the deed or	MICHAEL P. GUTNICK SENIOR VICE PRESIDENT, FINA		
	Vantor signature	Title	Grantee signature	Title
				•
	Grantor signature	Title	Grantee signature	Title
	w Did you complete all of the require	ad information in Cahadulas A. I	R. and C? Are you required to complete S	chedule D2 If you

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
	<u> </u>	
Signature	Print Iuli name	Date
		· · · · · · · · · · · · · · · · · · ·
Signature	Print full name	Date
-		
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, Nonresident Real Property Estimated Income Tax Payment Form, or Form IT-2664, Nonresident Cooperative Unit Estimated Income Tax Payment Form. For more information, see Payment of estimated personal income tax, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real prope sectio

_	erty or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax un on 663 due to one of the following exemptions:	der Tax Law,
	The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal r	esidence
	(within the meaning of Internal Revenue Code, section 121) from to (see instructions).	
	The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure, or in lieu of foreclosure.	reclosure with
	The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government Mortgage Association, or a private mortgage insurance company.	

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Dale

TP584 Addendum (Parent Document Control Number 521603042)

		Additional	Žardės 💮	
Party	Last Name	First Name, MI	SSN/EIN	Address
Grantee	VILLAGE OF HARRISON		13-6007295	1 HEINEMAN PLACE , HARRISON, NY 10528